

AGAINST HOOKER.

Bar Association's Committee
Makes Graft Charges.
ASKS LEGISLATURE TO ACT.

The Justice Accused of Using Post
Office for Private Ends.

Sub-Committee Which Heard the Case Calls
for Investigation—Association to Act
on the Case Today—Minority Mem-
ber Demands Impeachment—Findings
of Fact Declare That Hooker Secured
Clerkship for Man Who Owed Mrs.
Hooker Money—Easy Job for a
Nephew—Civil Service Law Dodged
—Rented Own Building for Post Office.

ALBANY, Jan. 17.—The State Bar Association, at its session here this afternoon, received the report of its grievance committee on the charges against Supreme Court Justice Warren B. Hooker of Fredonia.

On motion of Chairman Huffcutt of the committee it was decided to make the adoption of the report a special order for tomorrow afternoon. By a vote of 55 to 25 it was decided to make the report public.

The sub-committee which was deputed the task of sifting the Hooker charges, after reviewing its findings of fact, concluded its report to the grievance committee as follows:

"Without further characterizing the above facts and circumstances, the sub-committee recommends that a further investigation be had by the Legislature before a tribunal having compulsory process."

In a minority report from the sub-committee S. C. Huntington of Pulaski, after declaring Justice Hooker intended to defraud the Government, includes in his findings these two statements:

"That Justice Hooker has shown himself morally unfit to be and is unfit to be a Justice of the Supreme Court."

"That the facts already proven constitute 'cause' for his removal from office under Section 11 of Article VI. of the State Constitution."

The grievance committee as a whole in disposing of the report of the sub-committee unanimously voted for the following resolution:

"Resolved: That the findings of fact of the sub-committee be approved by the grievance committee, and that the members of the sub-committee be recommended, together with the findings of fact and all proceedings taken by and before the sub-committee, be transmitted to the Bar Association for such action as it may deem proper."

The apparent disagreement between the sub-committee's recommendation of a further investigation of Justice Hooker and that of the full committee which unanimously voted not to pass upon this point, is explained by Chairman Huffcutt, who said this afternoon that the recommendation of the sub-committee is before the Bar Association for action.

It can be approved by the association tomorrow if that body deems proper. The unanimous vote of the full grievance committee was merely a decision not to express an opinion on the facts before the members of the sub-committee voted with the other members of the full grievance committee on the decision not to express any opinion does not indicate that their views have altered.

Findings of Fact in the Case.

The findings of fact as reported to the State Bar Association are in part as follows:

First.—That at the time hereinafter mentioned Warren B. Hooker was a resident of Fredonia, that for about eight years prior to the 10th day of November, 1898, he was the representative in Congress of the Third Congressional district of New York; that on the 10th day of November, 1898, he became a member of the United States Supreme Court of the State of New York, and on Nov. 7, 1899, he was elected Justice of the Supreme Court of the State of New York, and that at all times hereinafter mentioned his office was in the village building in Fredonia, in which the post office was located, but he was away from judicial business a great deal of the time after his appointment as Justice of the Supreme Court of the State of New York.

Second.—That Frank P. Ball, on Oct. 11, 1898, appointed laborer in the Fredonia post office, that he was when appointed a resident of Fredonia, and his salary was fixed at \$300 a year; that such appointment was made at the request of Warren B. Hooker, then Congressman, and his salary was fixed at \$300 a year; that such appointment was made at the request of Warren B. Hooker, then Congressman, and his salary was fixed at \$300 a year; that such appointment was made at the request of Warren B. Hooker, then Congressman, and his salary was fixed at \$300 a year.

Third.—That on Jan. 1, 1902, Justice Hooker secured said Ball's appointment without any reasonable grounds for believing that his services were needed in the Fredonia post office either as laborer or as clerk.

Fourth.—That the only substantial interest, as disclosed by the testimony, that Justice Hooker had in said Ball was Ball's indebtedness to Justice Hooker's wife, and these facts and circumstances lead to the conclusion that Justice Hooker procured Ball's appointment to enable Ball to liquidate that indebtedness.

Fifth.—That on Jan. 15, 1899, Minerva Jeffrey Post, Mrs. O'Neill, Ora Caldwell, Henry J. Pemberton and George Cooper were appointed clerks in the Fredonia post office by directions from the Post Office Department at Washington, with out any request from the Fredonia postmaster; that there is no evidence that Justice Hooker had any connection with these appointments, and therefore no findings are necessary as to whether these appointments were made for the Government money for services not rendered.

SIXTH.—That Katherine K. Clark is a niece of Melvin H. Taylor's wife; that Taylor was postmaster at Fredonia from Nov. 9, 1898 to March 31, 1904; that Miss Clark was on Dec. 18, 1899, at the request of Justice Hooker appointed a stamp clerk in the post office at Fort Plain at a salary of \$400, in order that when the Fort Plain office became a free delivery office she might be carried thereby into the classified service without examination, and then be transferred to the Fredonia post office, which, since April 1, 1899, had been a free delivery office, and its clerks in the classified service; that she resided in Fredonia at the time of such appointment and continued to reside in Fredonia, and never reported at the Fort Plain office.

SEVENTH.—That Justice Hooker then postmaster at Fort Plain, stated that no payment by the Fort Plain office was made to Katherine Clark; that Katherine Clark was transferred to the Fredonia post office May 2, 1900, at a salary of \$300 a year, which was raised at intervals until on March 1, 1902, it was \$400; that Justice Hooker knew that Katherine Clark's services were not needed in the Fort Plain office and wrote as follows to the Post Office Department at Washington, D. C., on Jan. 1, 1899: "I have written Mr. Sherman telling him I knew you would be willing to make this appointment at Fort Plain additional to those necessary in the office and then transfer her to Fredonia. I hope this can be done."

EIGHTH.—That Justice Hooker, by securing this appointment at the Fort Plain office, to evade the civil service laws of the United States.

NINTH.—That Justice Hooker is a nephew of Justice Hooker; that prior to January, 1892, he resided outside of Fredonia, but at about that time he began to attend the Fredonia Normal School, residing in Fredonia, but not with his uncle; that he was then about 16 years old.

TENTH.—That on Jan. 11, 1902, Justice Hooker requested George W. Beavers, a Post Office Department official, to appoint Maurice Hooker as laborer in the Fredonia post office; that Justice Hooker's laborer in the Fredonia post office; that on Jan. 15, 1902, Beavers authorized such appointment at an annual salary of \$400; that Justice Hooker received the salary from Jan. 1, 1902, for eighteen months less the amount paid other persons for cleaning the post office, and that he was discharged by order of the Post Office Department as of June 30, 1903; that he received as salary about \$450 or \$500; that the postmaster at the time, Taylor, recommended, upon demand, the salary paid to Maurice Hooker, that before making such recommendation the said Taylor consulted Justice Hooker about the demand made upon him by the Government, and Justice Hooker replied that Taylor must use his own judgment as to repaying it.

ELEVENTH.—That there was no need for the services of a laborer in the Fredonia post office when Maurice Hooker was appointed; that Maurice Hooker never rendered any service in the Fredonia post office; that Justice Hooker's laborer in the Fredonia post office; that on Jan. 15, 1902, Beavers authorized such appointment at an annual salary of \$400; that Justice Hooker received the salary from Jan. 1, 1902, for eighteen months less the amount paid other persons for cleaning the post office, and that he was discharged by order of the Post Office Department as of June 30, 1903; that he received as salary about \$450 or \$500; that the postmaster at the time, Taylor, recommended, upon demand, the salary paid to Maurice Hooker, that before making such recommendation the said Taylor consulted Justice Hooker about the demand made upon him by the Government, and Justice Hooker replied that Taylor must use his own judgment as to repaying it.

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that time Ball was worth, at his own estimate, not to exceed \$5,000; that his Government salary continued to be applied to the payment of the note; that the note on April 10, 1904, had been reduced to \$775.

THAT Justice Hooker secured said Ball's appointment without any reasonable grounds for believing that his services were needed in the Fredonia post office either as laborer or as clerk.

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to defraud the Government out of several hundred dollars a year for ten years.

THAT in each of said requests for appointment and transfer of Frank P. Ball and appointments of Katherine K. Clark and Maurice Hooker, Justice Hooker was sitting in conspiracy with said George W. Beavers or willfully using his influence over said Beavers to obtain from him favors which said Hooker then knew Beavers had no right to grant.

THAT Justice Hooker's conduct in requesting the first increase of rent was neither fraudulent nor corrupt.

THAT each of said acts of Justice Hooker in requesting the appointment and transfer of Ball and Katherine K. Clark, the appointment of Maurice Hooker, the payment to Katherine Clark and the second increase in rent was fraudulent and corrupt.

THAT Justice Hooker has shown himself morally unfit to be, and is unfit to be, a Justice of the Supreme Court.

THAT the facts already proven constitute 'cause' for his removal from office under Section 11 of Article VI. of the State Constitution.

RECOMMENDATIONS.

1. That before the annual meeting of the association an attempt should be made to learn: 1. When Frank P. Ball resumed his ticket broker's business at Dunkirk.

2. What knowledge, if any, Justice Hooker had as to Ball's resumption of business at Dunkirk.

3. What connection, if any, Justice Hooker had with the appointment of Minerva Jeffrey, Thomas O'Neill, Ora Caldwell, Henry J. Pemberton and George Cooper to clerks in the Fredonia post office.

4. That whether additional evidence is or is not obtained appropriate proceedings should be held for Justice Hooker's removal from office.

LOOMIS OUT OF CITY BANK.

Munroe & Munroe Have Not Yet Started Up Again.

The directors of the National City Bank accepted yesterday the resignation of Archibald G. Loomis as second vice-president and a director.

Mr. Loomis's letter, in which he assumed the responsibility for the loans of \$50,000 daily for eight days made by the bank to the "laundry" brokerage firm of Munroe & Munroe on undorsed notes, and in which he expressed his desire to retire because of the unjust criticism which was being aimed at the bank, was accepted by the directors without discussion or comment.

No reference, it was said, was made in the meeting to the fact that Mr. Loomis was re-elected vice-president on Jan. 10, after the facts had come out.

There were no resolutions adopted. Mr. Loomis was allowed to pass on and out as a mere matter of course.

Among the directors who attended the meeting were William Rockefeller, Henry Frick, E. H. Harriman, Jacob H. Schiff and James Stillman.

Munroe & Munroe, it was said yesterday, in view of Judge Holt's refusal to allow them to occupy their old offices and compel the receiver to turn them over to the city's custody the office furniture pending the bankruptcy proceedings, have arranged for office room in another part of the Broad Exchange Building.

It was the opinion yesterday among those who are representing the creditors' interests that some opposition would be made to any attempt on the part of the Munroes to resume business under the old firm name.

The bankruptcy proceedings, however, are closed, and the receiver and others expressed surprise that it had not occurred to the Munroes that the creditors would probably be very much interested in anything in the way of assets that might turn up if they resume.

WHEELOCK-DIX.

Daughter of the Rector of Trinity Married to W. H. Wheelock.